

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:	Maria Guadalupe Castellanos et al.	§	Art Unit:	3689
		§		
Serial No.:	10/781,607	§	Conf. No.:	2695
		§		
Filed:	February 18, 2004	§	Examiner:	Fonya M. Long
		§		
For:	Method and Apparatus for	§	Atty. Dkt. No.:	200310995-1
	Determining Contact Attributes	§		(HPC.0648US)
	Based on Language Patterns	§		

Mail Stop Appeal Brief-Patents

Commissioner for Patents

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REPLY BRIEF

Sir:

The following sets forth Appellant's Reply to the Examiner's Answer dated November 12, 2009.

A. REPLY TO EXAMINER'S ANSWER REGARDING THE REJECTION OF CLAIMS 1-7, 9, 10, 19-21, 23, 30, 36

As argued in the Appeal Brief, the hypothetical combination of Soderland and Grundfest does not teach or hint at receiving a **definition of plural structural components within a contract being analyzed**, and determining at least one language pattern indicative of a contract attribute from text of a plurality of sample contracts, where the at least one language pattern corresponds to **a particular one of the plural structural components [within the contract being analyzed] specified by the definition**. Moreover, the hypothetical combination of Soderland and Grundfest does not disclose or hint at determining whether the language pattern is present in **the particular structural component of the contract being analyzed**.

Soderland refers to a WHISK rule representation technique for forming regular expression patterns from input text. *See* Soderland, § 2.1. However, there is absolutely no teaching or hint given in Soderland of receiving a **definition of plural structural components within a contract being analyzed**, and determining at least one **language pattern** from text of a plurality of sample contracts that corresponds to a **particular one of the plural structural components [within the contract being analyzed] specified by the definition**.

In the Reply Brief, the Examiner conceded that Soderland is not applied to “contracts” (3/3/2009 Office Action at 4)—this concession means that Soderland does not disclose the subject matter of claim 1 referred to above. As explained in the Appeal Brief, the Examiner incorrectly cited Grundfest as purportedly disclosing the claimed subject matter conceded to be missing from Soderland. *Id.*

In the Response to Arguments section of the Examiner’s Answer, the Examiner appears to have applied a different interpretation to the term “contract” as used in the claim. The Examiner referred to a Merriam-Webster Online Dictionary definition of “contract,” arguing that “contract” is defined as “a document describing the terms of a contract.” Examiner’s Answer at 17. Based on the purported definition of “contract” that the Examiner alleged was provided by the Merriam-Webster Online Dictionary, the Examiner argued that a “contract” is “defined to be simply a document.” *Id.* This broad interpretation of “contract” as merely being a “document” is clearly **unreasonable**. The final rejection is therefore clearly improper in view of this unreasonable interpretation of “contract.”

Moreover, the secondary reference, Grundfest, refers to a technique of storing a master transactions agreement and other contracts in a database (Grundfest, ¶ [0019]) such that an intelligent search can be performed to extract relevant data from the contracts (Grundfest,

¶ [0036])). However, there is absolutely no hint given in Grundfest of the definition of **plural structural components within a contract**, or of determining a **language pattern indicative of a contract attribute** from text of a plurality of sample contracts that corresponds to a particular **one of the plural structural components within the contract** specified by the definition.

With respect to Grundfest, the Examiner relied primarily upon the teaching in ¶ [0010] of Grundfest that relates to searching for trends or patterns in contract data, such that comparisons across sales persons or marketing groups can be performed. As further noted by ¶ [0010] of Grundfest, patterns with respect to contract terms can be recognized. However, this teaching of Grundfest does not hint at providing a definition of structural components within a contract, or determining a language pattern indicative of a contract attribute that corresponds to a particular one of such structural components within the contract specified by the definition.

Since Grundfest fails to disclose or hint at subject matter of claim 1 that was conceded to be missing from Soderland, it is respectfully submitted that the hypothetical combination of Soderland and Grundfest would not have led to the claimed subject matter

In view of the foregoing and in view of the arguments presented in the Appeal Brief, the obviousness rejection of the foregoing claims is clearly erroneous.

B. REPLY TO EXAMINER'S ANSWER REGARDING THE REJECTION OF CLAIM 28

In the Examiner's Answer regarding claim 28, the Examiner again referred to the Merriam-Webster Online Dictionary definition of "contract." It appears that the Examiner is arguing again that "contract" can refer to any document. However, this interpretation of "contract" is clearly unreasonable and erroneous. In the context of claim 28, a model of the

